



Incorporating the Variety Artists' Federation

STANDARD CONTRACT

For Freelance Teaching of Burlesque Performance

As approved by the Council of Equity incorporating the Variety Artists' Federation on 24<sup>th</sup> January 2012 for use for one-off or short term engagements for freelance teaching or facilitation of workshops in Burlesque Performance.

Agreement made on.....20....

Between.....and.....

(hereinafter called the Hirer)

and

(hereinafter called the Teacher)

WHEREBY IT IS AGREED THAT:

1. The Hirer hereby engages the Teacher to instruct and the Teacher agrees to give instruction or lead workshop(s) in Burlesque Performance at (Venue).....

.....

On Site Contact Name.....Tel. Nos.....

On.....(Date(s))

Or From.....20..... (Date) to .....20.....(Date)

At an agreed fee of £.....

To be paid by .....

2. Time of Arrival .....

Time of start and duration of class or workshop .....

Description of Teaching / Workshops to be provided.....

.....

To finish and depart no later than .....

3. Equipment to be provided:

By the Hirer.....

By the Teacher.....

4. Music will be provided by the Artiste on Audio CD, unless otherwise specified by the Hirer at least seven days in advance.
5. It is a condition of the contract that the Hirer is not responsible for loss of, or damage to, the Artiste's property unless such loss or damage is caused by the Hirer or its servants or agents and/or the property is in possession or control of the Hirer at the time of such loss or damage. The Hirer shall use his best endeavours to ensure that no-one is allowed to use equipment without proper supervision and when under the influence of alcohol or drugs.
6. **Force Majeure.** No fee shall be paid for days upon which the Teacher(s) is unable to perform by reason of any cause beyond the Hirer's control such as National Mourning, War, Fire, Strikes or Lock-outs in the district directly affecting the venue or the Order of the Licensing or any other Public Authority having jurisdiction. In any such event, notice must be given to the Artiste forthwith, failing which reasonable expenses must be paid.
7. In the event of accident or illness preventing the Teacher(s) from appearing the Hirer shall be informed at the earliest opportunity and, if required by the Hirer, the Teacher shall provide a medical certificate forthwith. The Hirer shall not be obliged to pay the Teacher's fee for any performance(s) in respect of which the Teacher is unable to teach.
8. In the event of this contract being made without the intervention of an Agent, the Hirer shall not charge or deduct commission, and in the event of this contract being negotiated through an agent deductions of any sort may only be made with the written agreement of the Teacher.
9. The Hirer undertakes to provide a safe working environment and, where electrical equipment is in use at the venue, will ensure that appropriate Portable Appliance Testing is carried out. NB All signatories to this contract are advised to be covered by Public Liability Insurance. **All Equity members 'in benefit' are covered by Equity's group Public Liability Insurance.**
10. Provided that the Hirer pays the Teacher his full contractual fee, subject to the Artiste duly rendering services or being ready, willing and able to do so, the Hirer, without giving any reason, may prohibit the whole or any part of the Teacher's performance / workshop.
11. Should the Hirer require the Teacher to lead additional sessions, this shall be subject to additional payment to be agreed between the Artiste and the Hirer.
12. The Hirer shall provide reasonable, safe, secure and private changing facilities.
13. It shall be the responsibility of the Hirer to provide a Sound System capable of playing the music supplied by the artiste and / or the Hirer, subject to 4 above, to a standard suitable to the venue. Adequate time shall be allowed for a sound check before a session.
14. For reasons of Health and Safety, sufficient space shall be provided for the Teacher to lead workshop sessions in the Venue. The Teacher shall be given the opportunity to inspect the performance area prior to the performance being given and raise any points of adjustment with the Hirer.
15. The Hirer shall ensure that the Teacher's equipment, is not used by or interfered with by any unauthorised personnel without the consent of the Teacher.
16. The Teacher is not obliged under this contract to take part in any audio/visual broadcast or recording in any media from the Venue whether or not during a teaching session and, if the Teacher agrees to any such broadcast or recording, he/she will be free to negotiate a separate

fee. Audio / Visual recording by the Hirer shall be prohibited unless express written consent is given by the Teacher.

17. Any dispute arising between Hirer and Teacher in respect of this Contract which the parties are unable to resolve shall, if both parties agree, be referred to an independently recognised Arbitration body. This shall not prejudice either party from proceeding to the courts if they so wish.
18. When this Contract is used for the engagement by a group of Teachers, the names and signatures of all the Artistes shall be included on the Contract.
19. The Teacher's Engagement under this contract is such that he/she would normally be treated as self-employed for National Insurance and Income Tax purposes by reason of being employed under a contract for service

HIRER'S SIGNATURE.....

ADDRESS.....

.....

.....Tel No:.....

ARTISTE'S SIGNATURE.....EQUITY NO.....

ARTISTE'S LEGAL NAME (IF DIFFERENT) .....

ARTISTE'S ADDRESS .....

ARTISTE'S SIGNATURE.....EQUITY NO.....

ARTISTE'S LEGAL NAME (IF DIFFERENT) .....

ARTISTE'S ADDRESS .....

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